



**FBS
Leasing**

First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4302
612 973-0939

Mrs. Mildred Lee
Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and one photocopy of an Amendment dated October 21, 1993 to a Loan and Security Agreement dated as of April 15, 1993.

The names of the parties to the enclosed document are:

Secured Party: FBS Business Finance Corporation

Borrower: Independent Locomotive Service, Inc.

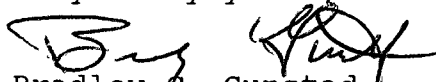
A description of the railroad equipment covered by the enclosed document is set forth in the document itself. Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed document and the stamped photostatic copy of this letter to:

Bradley C. Gunstad
First Bank National Association
First Bank Place, MPFP 0904
601 Second Avenue South
Minneapolis, MN 55402
Phone: (612) 973-0658

Following is a short summary of the enclosed document:

Amendment to Loan and Security Agreement dated April 15, 1993 between Secured Party and Borrower. Loan and Security Agreement was filed with the Interstate Commerce Commission on July 26, 1993, Recordation Number 18324. The Amendment releases certain of the Collateral and substitutes additional Collateral.

Very truly yours,


Bradley C. Gunstad

BCG/jg
Enclosure
FBSBFC/110193-1

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November 1, 1993

18324
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INTERSTATE COMMERCE COMMISSION

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OFFICE OF THE
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Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

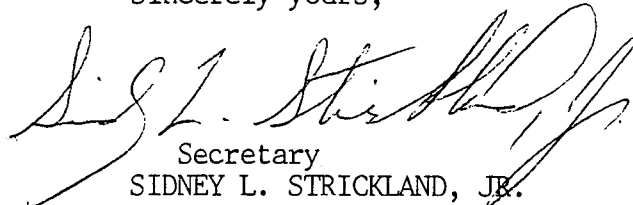
11/4/93

Bradley C. Gunstad
First Bank National Association
First Bank Place, MPFP 0994
601 Second Avenue South
Minneapolis, MN 55402

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 11/4/93 at 4:05PM, and assigned
recording number(s). 18324-A

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)



First Bank

First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4302

COPY

18324-A
RECEIVED

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INTERSTATE COMMERCE COMMISSION

October 21, 1993

Mrs. Mildred Lee
Interstate Commerce Commission
12th Street and Constitution Avenue Northwest
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and one photocopy of an Amendment dated October 21, 1993 to a Loan and Security Agreement dated as of April 15, 1993.

The names of the parties to the enclosed document are:

Secured Party: FBS Business Finance Corporation

Borrower: Independent Locomotive Service, Inc.

A description of the railroad equipment covered by the enclosed document is set forth in the document itself. Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed document and the stamped photostatic copy of this letter to:

Bradley C. Gunstad
First Bank National Association
First Bank Place, MPFP 0904
601 Second Avenue South
Minneapolis, MN 55402

Following is a short summary of the enclosed document:

Amendment to Loan and Security Agreement dated April 15, 1993 between Secured Party and Borrower. Loan and Security Agreement was filed with the Interstate Commerce Commission on July 26, 1993, Recordation Number 18324. The Amendment releases certain of the Collateral and substitutes additional Collateral.

Very truly yours,


Bradley C. Gunstad

BCG/jg
Enclosure
FBSBFC/101593-1

COPY

18324 A
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INTERSTATE COMMERCE COMMISSION

AMENDMENT TO LOAN AND SECURITY AGREEMENT

This Amendment is entered into by **FBS FINANCE CORPORATION**, as Secured Party (the "Secured Party") and **INDEPENDENT LOCOMOTIVE SERVICE, INC.**, as Borrower (the "Borrower") with respect to that certain Loan and Security Agreement dated as of April 15, 1993 between Borrower and Secured Party (the "Loan and Security Agreement"), which Loan and Security Agreement was recorded with the Interstate Commerce Commission on July 26, 1993, Recordation Number 18324.

WHEREAS, pursuant to the Loan and Security Agreement, Secured Party has loaned certain sums to Borrower (the "Loan") and as security for the payment of the Loan and also to secure any other indebtedness or liability of Borrower to Secured Party, Borrower has granted and conveyed to Secured Party a security interest in certain diesel locomotives (the "Collateral") including, but not limited to, DM&IR Diesel Locomotive Unit No. 138 with Serial Number 23918 and DM&IR Diesel Locomotive Unit No. 156 with Serial Number 23936 (the "Released Collateral") and;

WHEREAS, Borrower has requested that Secured Party release the security interest in DM&IR Diesel Locomotives Unit Nos. 138 and 156 and in consideration for Security Party's Agreement to release the security interest in such Units, Borrower has agreed to grant, substitute and convey to Secured Party a security interest in each of the following three locomotives:

- One EMD GP-7 Diesel Electric Locomotive bearing Unit No. 1362
- One EMD GP-9 Diesel Electric Locomotive bearing Serial No. 1369
- One EMD Switcher Locomotive bearing Unit No. 1371

all of the above being herein referred to as the "Substituted Collateral".

NOW, THEREFORE, Secured Party and Borrower, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged to each of them, do hereby agree as follows:

1. As security for the payment of the Loan and also to secure any other indebtedness or liability of Borrower to Secured Party, under the Loan Agreement or under any other Agreement, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, joint or several, howsoever created, arising or evidenced (all hereinafter called "Secured Obligations"), Borrower hereby grants and conveys to

Secured Party a security interest in the Substituted Collateral and all attachments, accessories, additions, replacements and substitutions, whether now owned or hereafter acquired and all proceeds thereof.

2. Effective as of the recordation of this instrument with the Interstate Commerce Commission, Secured Party shall release the Released Collateral from the lien and security interest of the Loan and Security Agreement retaining the residue and remainder of the Collateral and the Substitute Collateral as security for all liabilities and indebtedness of Borrower to Secured Party.
3. Except as amended by this Amendment, the Loan and Security Agreement shall in all other respects remain in full force and effect and this instrument is executed upon the express condition that nothing herein contained shall be construed to release from lien of the Loan and Security Agreement the remainder of the Collateral or to impair said lien upon any property subject thereto, except the property which is specifically released herein. Any capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Loan and Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the duly authorized officers.

SECURED PARTY: **FBS BUSINESS FINANCE CORPORATION**

By Deborah J. Eckert
Its ASSISTANT VICE PRESIDENT
Date: OCTOBER 21, 1993

BORROWER: **INDEPENDENT LOCOMOTIVE SERVICE, INC.**

By Frank W. Nesbit
Its Pres
Date: 10-19-93, 1993

STATE OF MINNESOTA)

) S S .

COUNTY OF HENNEPIN)

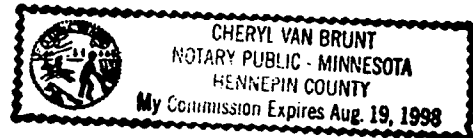
On this 21st day of October, 1993, before me personally came Deborah J. Eckert, to me known, who, being by me duly sworn, did depose and say that he/she is the Ass't Vice President of FBS Finance Corporation, a Delaware Corporation, and he/she acknowledged to me he/she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.

Philip Van Bunt
Notary Public in and for said State

My commission expires:

8/19/98



STATE OF MINNESOTA)
) SS.
COUNTY OF Isanti)

On this 19th day of October, 1993, before me personally came Frank W Nesbit, to me known, who, being by me duly sworn, did depose and say that he/she is the President of Independent Locomotive Service, Inc., a Minnesota Corporation, and he/she acknowledged to me he/she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.

Janet K Sundby
Notary Public in and for said State

My commission expires:

8/27/97

